

Cardmember Agreement for Elan Financial Services® Visa® and MasterCard® Classic, Gold and Platinum Accounts

This credit card program is issued and administered by Elan Financial Services. This information is accurate as of December 31, 2011.
PLEASE NOTE that this information is provided for general information purposes only and is not specific to your Account. See the Agreement that was provided for your Account and Card for more detailed information, including contact information.

PRICING INFORMATION: Actual pricing will vary from one Cardmember to another

(APR = Annual Percentage Rate)
(DPR = Daily Periodic Rate)

Annual Percentage Rates for Purchases

This APR will vary with the Market based on the Prime Rate.

Prime + **3.74%** to Prime + **17.74%**
(APR) **6.99%** to **20.99%**
(DPR) **0.019151%** to **0.057507%**

This APR will not vary with the Market based on the Prime Rate.

(APR) **7.99%** to **9.99%**
(DPR) **0.021890%** to **0.027370%**

Annual Percentage Rates for Balance Transfers

This APR will vary with the Market based on the Prime Rate.

Prime + **3.74%** to Prime + **17.74%**
(APR) **6.99%** to **20.99%**
(DPR) **0.019151%** to **0.057507%**

This APR will not vary with the Market based on the Prime Rate.

(APR) **7.99%** to **9.99%**
(DPR) **0.021890%** to **0.027370%**

Annual Percentage Rates for Cash Advances

This APR will vary with the Market based on the Prime Rate.

Prime + **3.74%** to Prime + **20.74%**
(APR) **6.99%** to **23.99%**
(DPR) **0.019151%** to **0.065726%**

This APR will not vary with the Market based on the Prime Rate.

(APR) **7.99%** to **9.99%**
(DPR) **0.021890%** to **0.027370%**

Minimum Interest Charge

If you are charged interest, then the Minimum Interest Charge will be no less than \$2.00

Set Up and Maintenance Fees

NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and based on your Credit Limit, your initial available credit will be less.

You may still reject this Account, provided that you have not yet used it or paid a fee after receiving a billing statement. If you do reject the Account, you are not responsible for any fees or charges.

- Annual Fee

\$0 to \$35

- Travel Fee

NONE

Transaction Fees

- Balance Transfer Advance Fee

Either **\$5 to \$10** or **3% to 4%** of the Transfer or Advance amount, whichever is greater (maximum fee (No Maximum)).

- Convenience Check Advance Fee

Either **\$5 to \$10** or **3% to 4%** of the Advance amount, whichever is greater (maximum fee (No Maximum)).

- Financial Institution Cash Advance Fee

Either **\$10** or **4%** of the Advance amount, whichever is greater (maximum fee (No Maximum)).

- Cash Equivalent Advance Fee

Either **\$20** or **4%** of the Advance amount, whichever is greater (maximum fee (No Maximum)).

- Cash Advance Overdraft Protection Fee

Either **\$0 to \$10** or **0% to 4%** of the Advance amount, whichever is greater (maximum fee (No Maximum)).

- Cash Advance ATM Fee

Either **\$10** or **4%** of the Advance amount, whichever is greater (maximum fee (No Maximum)).

- Foreign Transaction Fee

Up to **3%**

Account Fees	
• Late Fee	Up to \$35
• Overlimit Fee	Up to \$35
• Return Payment Fee	Up to \$35
• Phone Pay Fee	\$10
• Copy Fee	\$5
• Credit Limit Change Fee – Secured Accounts	\$15
• Convenience Check Stop Pay Fee	\$39
• Rush Card Fee	\$15 to \$30

**P. O. Box 6352
Fargo, ND 58125**

Cardmember Agreement

This is a cardmember agreement and disclosure statement ("Agreement") between you and the Issuer containing the terms that will apply to your Credit Card Account ("Account") effective December 31, 2011. In this Agreement, "you", "your" and "Cardmember" means each individual accepting a solicitation or applying for the Account or otherwise agreeing to be responsible for the Account. "We", "us", "our", and "the Issuer" means Elan Financial Services, the issuer of the Card and your Account creditor. Please read this Agreement carefully and keep it in a safe place to make the best use of the credit cards we issue with this Account ("Card"). The Agreement becomes effective as soon as you or someone authorized by you uses the Card or Account, but no later than 30 calendar days after we issue and you fail to return the Card. This web Agreement does not replace the Agreement that is provided with the Account and Card.

This Agreement contains an arbitration provision (including a class action arbitration waiver). It is important that you read the entire Arbitration Provision section carefully.

ACCOUNT FEATURES AND YOUR USE OF THE ACCOUNT

1. **Personal Use:** You may use the Account only for personal, family or household purposes. Federal or state consumer protection laws may not apply if you use the Account for other than personal, family or household purposes.

2. **Purchases:** You may use the Account to buy, lease or otherwise obtain goods or services from participating merchants (including transactions you initiate by mail, telephone or over the Internet), or take advantage of special promotional Balance Transfer offers that post as Purchase transactions ("Purchases"). We will, in connection with any promotional offer we make from time to time, provide information on your Card carrier or in additional materials (the "Offer Materials") that explain whether those transactions will post and be treated as a Purchase. Even if you have not signed a sales draft or the merchant has not supplied you with a written receipt or other proof of sale, you are responsible for all Purchases made through your Account, except as expressly limited by applicable law (see Your Billing Rights section below for more details).

3. **Advances:** "Advances" are transactions other than Purchases that allow you direct access to funds available through your Account. Advances may include Account transactions such as cash advances you obtain directly from us, automated teller machines ("ATMs") or other participating financial institutions ("Cash Advances"). ATM and financial institution Advances include phone (automated phone system and 24 Hour customer service assisted) and Internet transfers. Advances also include some Balance Transfers, Convenience Checks, FastCash, Overdraft Protection Advances and Cash Equivalent Advances. "Cash Equivalent Advances" include transactions to acquire or initiate wire transfers, travelers checks, cashier's checks, money orders, foreign cash transactions, casino gaming and betting transactions and lottery tickets. Monthly Account statements we issue may refer to Advances as an Advance, Cash, Cash Advances, or by the product or device you used to obtain an Advance. Refer to the Account Fees section for details on Advance Transaction Fees.

4. **Advance Limits:** Only a portion of the Credit Limit (defined below) is available for Advances and that portion may vary from time to time. Although you may have credit available under your Account, we may be unable to authorize an Advance. You may contact Cardmember Service to learn the portion of your Credit Limit which is available for Advances.

5. **Convenience Checks:** From time to time, we may supply Convenience Checks for use by the person(s) or drawer named on those checks. "Convenience Checks" are drafts that look like other checks, but are drawn on credit available in your Account. Convenience Checks may not be offered for all Account types. We will,

in connection with any Convenience Check we provide, include Offer Materials that will explain whether the Convenience Check will post and be treated as an Advance or as a Balance Transfer. Convenience Checks must be written in U.S. Dollars. We may return a Convenience Check unpaid if:

- (a) the credit available under your Credit Limit is less than the Convenience Check amount;
 - (b) the Account is in Default; or
 - (c) the Convenience Check is improperly endorsed or otherwise fails to conform to our regularly accepted standards for check payment.
- Convenience Checks may not be used to pay your Account or any obligation you owe us or our affiliates.

6. **Paying and Stopping Payment on Convenience Checks:** You must write to us or call to request that payment be stopped on a Convenience Check. You must call us promptly with an oral stop payment request and then provide us with a written confirmation of the stop payment request within 14 calendar days. Any written stop payment request we receive will remain in effect for 6 months, unless you renew the request in writing before the end of that time. We may pay Convenience Checks more than 6 months old. There may be circumstances under which a Convenience Check must be paid, even if we have received a stop payment request from you. We will not be liable to you if we do not honor your stop payment request under those circumstances. If it is determined that a Convenience Check should have been paid, but was not, we will not be liable for any consequential, punitive or incidental damages if we acted in good faith. Our only obligation under those circumstances will be to pay the designated payee the amount of the Convenience Check and cancel any charges assessed against your Account as a result of any wrongful failure to honor the Convenience Check.

7. **Balance Transfers:** We may permit you to transfer balances and obligations that you owe other companies or financial institutions to your Account, subject to the terms and conditions disclosed in the Offer Materials ("Balance Transfers"). Balance Transfers will post to your Account and be separately reflected on monthly Account statements as a Balance Transfer, or, depending upon the offer, may post to the Account and be treated as a Purchase or an Advance. We will, in connection with any Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to your Account and be reflected on monthly Account statements. You may not request Balance Transfers on existing obligations you owe us or our affiliates. If you request a Balance Transfer that would cause your Account to exceed its Credit Limit, we may, at our option, (a) post the entire Balance Transfer requested to your Account and assess an Overlimit Fee; (b) post only a portion of the Balance Transfer requested to your Account up

to the amount of credit available under the Credit Limit; or (c) refuse to process the entire amount of the Balance Transfer requested.

8. **Overdraft Protection:** This section is part of the Agreement only if you have specifically requested and have obtained Overdraft Protection linking the Account with a designated checking account at a financial institution with which we are affiliated or with which we have a correspondent relationship. An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will prevent overdrafts on your checking account. You authorize us to make Overdraft Protection Advances from the Account as provided in this Agreement. Any Overdraft Protection Advance will post and be disclosed as either a "Financial Institution Cash Advance" or an "Overdraft Protection Advance" on your periodic statement, and will be subject to either a Financial Institution Cash

Advance fee or an Overdraft Protection Advance fee, depending on how the Advance is processed. An Overdraft Protection Advance will be made only once per day, and will be made in the amount determined by your financial institution (regardless of the specific overdraft amount). Please verify the amount of the Overdraft Protection Advance with your financial institution. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

Note: For Young Adult Accounts, the young adult's name and cosigner's name must both be named on the linked checking account in order to have Overdraft Protection.

INTEREST CHARGES AND ACCOUNT FEES

9. **Account INTEREST CHARGES:** **INTEREST CHARGES** reflect the cost of credit. Your total **INTEREST CHARGE** for any billing cycle will equal the amount of any (a) periodic rate **INTEREST CHARGES** (sometimes referred to as "interest" in this Agreement and on monthly Account statements); (b) Advance Transaction Fees; and (c) any other transaction fees that are considered **INTEREST CHARGES**.

10. **Interest Rate:** In this Agreement, we have abbreviated the terms "**daily periodic rate**" as **DPR**, "**average daily balance**" as **ADB**, and "**ANNUAL PERCENTAGE RATE**" as **APR**.

(a) **Standard Interest Rates-**

Rate for "Purchases" and "Balance Transfers": The DPR for transactions posting as Purchases and Balance Transfers is equal to 1/365th of its corresponding APR. Rate for "Advances": The DPR and corresponding APR for transactions posting to the Account as Advances is equal to 1/365th of its corresponding APR.

(b) Your Variable APRs are calculated by adding a margin to the Index. Your Variable DPR is equal to 1/365th of the corresponding APR. Your DPR and corresponding APR may increase or decrease from time to time according to the movements up or down of the Index, which is the Prime Rate published in the "Money Rates" section of the Midwest Edition of The Wall Street Journal on the last publication day before the date on which the billing cycle closed (in other words, the "statement date"). Any variable rate adjustment based on an Index change will be effective as of the first day of the current billing cycle, and will apply to the new and outstanding Account balances and transactions subject to that variable rate. We reserve the right to choose a comparable new index if The Wall Street Journal ceases to publish a Prime Rate. The margin is the percentage we add to the Index to calculate the APR. The current applied Index value for your Account is 3.25%.

Introductory and Promotional Rates: We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfers posted to your Account. We will tell you in the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply, or, when appropriate under the terms of this Agreement, a Penalty Rate due to an Adjustment Event (as indicated above).

11. **INTEREST CHARGE; Method of Computing Amount Subject to Interest:** We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable **DPR** by the **ADB** (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the

Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation. There may be a minimum **INTEREST CHARGE** Fee in any billing cycle in which an **INTEREST CHARGE** is due. As described above, this Agreement provides for the compounding of interest on your Account.

12. **Paying Interest:** You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional **INTEREST CHARGES** on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement. There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

13. **Advance Account Fees:** You agree to pay the following Account fees and **INTEREST CHARGES**:

(a) We may add an Advance Transaction Fee **INTEREST CHARGE** to the Advance balance of the Account for each Advance you obtain during a billing cycle in addition to the interest that accrues on Advances. The Advance Transaction Fee imposed will equal the greater of either a percentage of each Advance or the minimum dollar amount, subject to the maximum dollar amount.

(b) We may add a Balance Transfer Fee **INTEREST CHARGE** to the Purchase balance of the Account except where Offer Materials specify otherwise.

(c) We may add a Convenience Check Fee **INTEREST CHARGE** to the Advance balance of your Account except where Offer Materials specify otherwise.

(d) We may add an Overdraft Fee **INTEREST CHARGE** to the Advance balance of your Account, except where Offer Materials specify otherwise.

14. **Account Fees:**

(a) We may add a Promotional Discount Transaction Fee **INTEREST CHARGE** for each Promotional Discount you receive during the billing cycle, as outlined in any Offer Materials

(b) **Annual Membership Fee.** Each year, the Account may be subject to your payment in advance of an Annual Membership Fee **INTEREST CHARGE** which will compensate us for maintaining and servicing the Account for the following year. This fee will be charged to the Purchase balance of your Account.

(c) We may add a Late Payment Fee to the Purchase balance of the Account if your Minimum Payment is not received by the Payment Due Date shown on the monthly Account statement.

(d) You can request that we cover overlimit transactions by opting in as instructed below. If you opt in and we permit you to go over your Credit Limit, we will add an Overlimit Fee to the Purchase balance of the Account if you exceed your Credit Limit. You will only pay one fee per billing cycle, even if you go over your Credit Limit multiple times in the same cycle. You may also revoke your decision to opt in for future transactions at any time.

Your decision to opt in does not solely determine whether we will authorize transactions to go over your Credit Limit. For example, even if you opt in, we still may decline any transaction that would cause you to go over your Credit Limit, such as if you are past due or significantly over your Credit Limit. In

addition, we have discretion to authorize transactions that go over your Credit Limit even if you do not opt in, but you will not incur a fee for these transactions.

You may opt in, or revoke your decision to opt in, in one of the following ways at any time by: (1) calling us (2) visiting us at the website listed on your periodic statement, or (3) writing to us.

(e) We may add a Returned Payment Fee to the Purchase balance of the Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed. A check that is returned unpaid will be sent for collection.

(f) We will add a Duplicate Documentation Fee to the Purchase balance of the Account for each copy of a monthly statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error occurred.

(g) We may add a service charge to the Purchase balance of the Account if you call us to make a payment on your Account and are assisted by a Cardmember Service Representative to make the payment. You will be provided with confirmation of the service charge before the payment transaction is authorized.

(h) We may add a Stop Payment Check Fee to the Purchase balance of your Account if you request a stop payment on a Convenience Check. (See "Paying and Stopping Payment on Convenience Checks" section above for more details.)

Under no circumstances will your Late Payment Fee or Returned Payment Fee ever be greater than your Minimum Payment due and under no circumstance will your Overlimit Fee ever be greater than the amount your balance is overlimit.

IMPORTANT INFORMATION ABOUT USING YOUR ACCOUNT

15. **BalanceShield or Insurance Charges:** Your purchase of BalanceShield debt cancellation or credit life insurance and disability is optional. Whether or not you purchase BalanceShield or credit insurance will not affect your application for credit or the terms of any existing credit agreement you have with us. If you elect to purchase BalanceShield or credit insurance and are eligible to participate, the monthly program fee or premium (at the rate disclosed to you) will be added to the Purchase balance as of the closing date of each billing cycle based upon the Account balance (including accrued **INTEREST CHARGES**). The terms of your BalanceShield coverage will be summarized in the BalanceShield Debt Cancellation Program Agreement, which will be provided to you upon enrollment. For credit insurance, the terms of your insurance coverage will be summarized in the Certificate of Insurance, which will be provided to you. These features are not offered for Secured Accounts.

16. **Credit Limit:** The Account Credit Limit is the maximum amount of credit available under the Account at any time. Under certain circumstances, your Account may exceed the Credit Limit and you will be responsible for the full amount of the Credit Limit as well as any amounts owed that exceed the Credit Limit, including fees and **INTEREST CHARGES**. You may not request or obtain additional Advances or Balance Transfers once you have reached your Credit Limit. The initial Credit Limit is shown on the Card carrier and will also appear on your monthly Account statements. We reserve the right to review your Account at any time and increase or decrease your Credit Limit. Cosigner consent is required for Credit Limit increases. You may not increase your Credit Limit by carrying credit balances over the Credit Limit we make available to you. (Also see the "Advance Limits" section above for more information about limits on Cash Advance, Cash Equivalent Advance and telephone transfer transactions).

17. **Payment:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly Account statement or the day we receive your electronic or phone payment. If you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account.

18. **Minimum Payment:** Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the Payment Due Date shown on your monthly Account statement. You may, at your option, pay more than the Minimum Payment or pay the New Balance (as stated on your monthly Account statement) in full to reduce or avoid the **INTEREST CHARGE** for the Account. Your Minimum Payment will be calculated as follows: first we determine the "Base Minimum Payment," which is the greater of \$30.00 or 1% of your New Balance not including items (1) and (2) below. To the Base Minimum Payment, we may add one or more of the following items, as incurred on your Account: (1) any late, annual and/or any other Account related fee, (2) the **INTEREST CHARGE**, and (3) if your Account is over the Credit Limit, some or all of the balance amount over your Credit Limit. If the resulting Minimum Payment is greater than \$30.00, the total is then rounded to the next highest dollar not to exceed your New Balance. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date.

19. **Payment Application:** If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

20. **Skip Payment Option:** We may, at our option, occasionally offer you an opportunity to skip your obligation to make the Minimum Payment due. You may not skip payments unless we make this offer to you. If we offer you an opportunity to skip a payment more than once in a 12 month period, you will not be permitted to skip payments required in consecutive months. You cannot accept a skip payment offer if your Account is delinquent, or is in Default. When you take advantage of a skip payment offer, the interest will continue to accrue on the entire unpaid balance of your Account.

21. **Change of Address:** Your monthly Account statements and notices about your Account will be sent to the address you provided in your application or your response to our Account solicitation. To change your address, you must call or write to us. We must receive this information 21 days before the date a billing cycle closes to provide your monthly Account statement at your new address. If you have an address change within 45 days of the expiration date of your Card(s), please contact Cardmember Service with your new address so your new Card(s) can be mailed to your new address.

22. **Authorized Users:** You agree not to allow access to your Card, Account number, Convenience Checks, or personal identification number (PIN) to anyone else to use your Account, except by asking us to issue a card to grant Account access to another person. If you allow access to your Card or Account information, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You agree to be responsible for all Account transactions made by a Cardmember, or anyone who you have authorized by (a) asking us to issue a Card to grant Account access to another person; (b) lending your Card to or allowing Account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. Be cautious when allowing another person to become an authorized user of your Account; once you allow authority to any authorized user you cannot limit that authority unless the Account is closed to future transactions. You, as a primary or joint Cardmember must call or write us with any request to cancel and remove a person's authority. We will not provide any Account information to anyone other than you and any individual you authorize has no right to make any Account changes or inquiries.

23. **Lost or Stolen Card or Other Information:** You must notify us immediately by telephone or in writing if your Card, Convenience Checks, or PIN is lost or stolen or there is possible unauthorized use of your Card, Account, or PIN. You will not be liable for unauthorized use of your Account. If this happens, we will ask you and all other persons given Account access to return all Cards and unused Convenience Checks to us. In addition, we have the right to close your Account and open a new Account. If we do so, new Cards will be issued. If requested, we may issue a new PIN and new Convenience Checks for your new Account.

24. **Using Your Card for International Transactions:**

Visa: You may use your Card for retail Purchases at foreign merchants and for cash withdrawals from foreign ATMs. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable rules, in which case we will add the

Foreign Transaction Fee **INTEREST CHARGE** described in the addendum to those transactions. We do not control how these merchants, ATMs, and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account.

If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted to U.S. Dollars according to the applicable rules established by Visa from time to time. Currently, the currency conversion rate used by Visa to determine the foreign currency transaction amount in U.S. Dollars is determined by multiplying the amount of the foreign currency transaction times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If your foreign transaction is in foreign currency prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of up to 3.00% of the Purchase transaction or up to 3.00% of the ATM transaction. If your foreign transaction is in or converted to U.S. Dollars prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of up to 3.00% of the Purchase transaction or up to 3.00% of the ATM transaction. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will not add a Foreign Transaction Fee **INTEREST CHARGE**. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

MasterCard: You may use your Card for retail Purchases at foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the MasterCard logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign

transactions under the applicable MasterCard rules, in which case we will add the Foreign Transaction Fee **INTEREST CHARGE** described in this section to those transactions. We do not control how these merchants, ATMs, and transactions are classified for this purpose. The currency conversion rate in effect on the processing date may differ from the rate that would have been used on the date of the transaction or the date of the posting of the transaction to your Account.

If you effect a transaction at a merchant or an ATM that bears the MasterCard logo (and no PLUS System logo) with your MasterCard Card in a currency other than U.S. Dollars, MasterCard International Incorporated will convert the transaction into a U.S. Dollar amount using its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the foreign currency transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. If your foreign transaction is in foreign currency prior to being processed by MasterCard, we will add a Foreign Transaction Fee **INTEREST CHARGE** of up to 3.00% of the Purchase transaction or up to 3.00% of the ATM transaction. If your foreign transaction is in or converted to U.S. Dollars prior to being processed by MasterCard, we will add a Foreign Transaction Fee **INTEREST CHARGE** of up to 3.00% of the Purchase transaction or up to 3.00% of the ATM transaction.

If you use your Card at an ATM that bears only the PLUS System logo (and no MasterCard logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will add a Foreign Transaction Fee **INTEREST CHARGE**.

If you use your Card at an ATM that bears both the MasterCard and PLUS System logos, the ATM operator will determine whether to send your transaction over the MasterCard or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

YOUR LEGAL RESPONSIBILITY IN THIS AGREEMENT

25. Responsibility to Pay: You agree to pay us for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES**, Account Fees and charges, any other transaction charges as provided in this Agreement and, to the extent permitted under applicable law, attorneys fees and collection costs we incur enforcing this Agreement against you. This is the case even if your Account is only used by one of you, or is used by someone authorized by only one of you. If there is more than one Cardmember, each of you is responsible, together and separately, for the full amount owed on your Account. Your obligation to pay the Account balance continues even though an agreement, divorce decree, court judgment, or other document to which we are not a party may direct another person responsible to pay the Account.

26. Intent to Repay: Every time you use your Account, you represent to us that you intend to and have the ability to repay your Account obligations. We rely on this representation every time you use your Account.

27. Settling a Disputed Balance; Payment in Full: If you want to settle a disagreement with us about any amount you owe by sending a check on which you have written "Payment in Full" or similar language, you must send us a written explanation of the disagreement or dispute and any such check to Cardmember Service. (See Your Billing Rights section below for complete details.) This address is different than the address you use to make Account payments. Writing "Payment in Full" or similar language on the check will not be enough to resolve the dispute. If we collect a check or any payment instrument marked "Payment in Full" that you sent to an address other than the one provided in the Cardmember Agreement issued with your Card (such as the address at which you normally make payments), we will not have waived our right to collect any remaining amount you owe us under the terms of your Account

28. Default: You and your Account will be in Default if:

- (a) we do not receive the Minimum Payment by the Payment Due Date disclosed on the monthly Account statement;
- (b) you violate any other provision of this Agreement;
- (c) you die without a surviving joint Cardmember;
- (d) you become insolvent, assign any property to your creditors, or go into bankruptcy or receivership;
- (e) you have made false statements on your Account application or in the maintenance of your Account;
- (f) we have any reason to believe that your Account is in danger of, or is being used for fraud;
- (g) you are a married community property state resident and you or we receive a written termination notice of this Agreement from your spouse;
- (h) your Account becomes inactive;
- (i) anything happens that we believe in good faith materially increases the risk that you will not live up to your payment and other obligations under this Agreement; or
- (j) this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account.

You and your Account may also be in Default if you make transactions which go over your Credit Limit.

29. Illegal Purchases: You agree that you will not use or permit an Authorized User to use the Card or Account for any unlawful purpose, such as funding any account that is set up to facilitate online gambling.

OUR LEGAL RIGHT TO CHANGE OR CANCEL THIS AGREEMENT

30. Ownership of this Account: Your Card and any other Account access devices that we supply to you are our property and must be immediately returned to us or our designated agent or otherwise destroyed or surrendered as we instruct.

31. Changes to your Account: Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with applicable law and the terms of your Agreement. Your transactional experience with us may also cause a change, including an increase in the margin that is added to the Index, an increase in fees,

or a decrease in the Credit Limit. Factors considered in determining the increased rate or Credit Limit decrease may include your general credit profile, existence, seriousness and timing of the defaults under any agreement that you have with us, and other indications of the Account usage and performance. We will give you the written notice of any such change in the manner required by law. Any Agreement changes to APRs and fees will apply to all new Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law. All other Agreement changes will apply to all new and outstanding Account balances you owe under your Account as of the effective date

indicated in the notice or otherwise permitted by applicable law. If you do not want to accept the changes, you must provide us with written notice at the address contained in the change in terms notice no later than 25 days after the effective date of the change. In this case, we will close your Account and permit you to pay off the outstanding Account balances in full at that time or under the terms of your existing Agreement. You will have accepted any proposed change if your Account is used after the effective date of the changed terms, even if 25 days has not elapsed after any such effective date.

32. Cancellation of Your Account: We may cancel your Account or suspend your ability to obtain Account credit immediately, without notice, if your Account is in Default. Even if you are not in Default, we may cancel your Account by providing notice to you. You may cancel your Account by notifying us by telephone or in writing. . If you have a secured Account, your termination request must be made in writing. . If this is a joint Account, we will honor a request by either of you to cancel the Account. After the Account is cancelled, you will not be able to obtain additional Account credit, except that, (a) the Account may continue to receive recurring

THE ISSUER'S LEGAL RIGHTS AND OBLIGATIONS

34. Collecting Credit Information about You: You authorize us to make any credit, employment and investigative inquiries we feel are appropriate related to giving you credit or collecting amounts owed on your Account. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies ("Credit Bureaus") and used in connection with your application and any update, renewal or extension of credit. We will provide information about you, your Account or your credit history to Credit Bureaus and others who may properly receive that information.

35. Credit Bureau Disputes: If you believe we inaccurately reported credit history information about you or your Account to a Credit Bureau, call us at 1-800-481-9057 or write to the Consumer Recovery Department, Attn.: CBR Disputes, P.O. Box 108, St. Louis, MO 63166-9801.

36. Privacy Pledge and Disclosure of Account Information: A copy of our Privacy Pledge was included with your original Agreement. You will also receive a copy at least once annually while you remain our customer. We also keep copies of our Privacy Pledge in financial institution offices and post it on our web site. Our Privacy Pledge describes how we collect, protect and use confidential financial and other information about you and the circumstances in which we might share information about you with members of our corporate family and with unaffiliated third parties. Our Privacy Pledge also tells you how you can (a) limit the ways we share certain kinds of information about you and (b) request corrections to the information we maintain about you.

37. Refusal to Honor Transactions: We and our agents are not responsible if anyone refuses to honor your Card or a Convenience Check, or if authorization for a particular transaction is not given. Although you may have credit available under your Account, we may be unable to authorize credit for a particular transaction. The number of transactions you make in one day may be limited, and the limit per day may vary. These restrictions are for security reasons and as a result we cannot explain the details of how this system works. If your Account is over the Credit Limit or delinquent, authorization of credit for transactions may be declined. We are not responsible for anything purchased with your Card or a Convenience Check, except as expressly required by applicable law (see Your Billing Rights section below for more details). You must return goods you purchased with the Card or Account to the merchant and not to us.

38. Third Party Offers: From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. We and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these features, services or enhancements, where permitted by applicable law.

39. Telephone Monitoring: From time to time, we may monitor telephone calls you make to us or our agents.

40. Severability: If a court of competent jurisdiction finds any part of this Agreement illegal or unenforceable, the remaining portions of the Agreement will remain in effect as written after any such illegal or unenforceable portion is amended in conformance with applicable law or, if necessary, voided.

41. Entire Agreement: This version of the web Agreement replaces any previous versions of the web Agreement. The Agreement, as modified by any change in terms we may deliver from time to time in accordance with applicable law,

charges for items and services until you contact and cancel delivery with the company providing the item or service, or (b) under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. After your Account is cancelled, all amounts outstanding on your Account will be due and payable without notice or demand from us. You must cut all Cards and Convenience Checks in half and return them to us. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

33. Assignment of Your Account to Another Creditor: We may assign, sell or transfer your Account and amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect unless and until amended, and any references made in this Agreement to "we", "us", or "our" will refer to the creditor to which we assigned, sold or transferred your Account or amounts owed under your Account. You may not delegate your obligations and responsibilities to us to any third party without our express written consent.

constitutes the entire agreement between you and us, and supersedes any prior negotiation, agreement, or understanding between you and us concerning the subject matter of the Agreement.

42. Waiver: We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right.

43. Arbitration Provision:

(a) You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and could be fully and properly adjudicated by, a small claims court. If arbitration is chosen by any party, the following will apply:

(1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

(3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.

(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

(b) The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) This Arbitration Provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by North Dakota law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary,

should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

YOUR BILLING RIGHTS

Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement:

If you think there is an error on your statement, call or write to us.

In your letter or call, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

What Will Happen After We Receive Your Letter or Call:

When we receive your letter or call, we must do two things:

1. Within 30 days of receiving your letter or call, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter or call, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your Credit Limit.

After We Finish Our Investigation, One of Two Things Will Happen:

- If we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may

then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

SPECIAL RULES FOR CREDIT CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH CONVENIENCE CHECKS OR BALANCE TRANSFER CHECKS.

01-ELAN